

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
United States

CONTRACT



Vendor ID 0000001763
Omega Electric Construction Co Inc
31 Commerce Ave
So Burlington VT 05403
United States

Contract ID 0000000000000000000021023		Page 1 of 3
Contract Dates 11/16/2011 to 10/31/2015	Origin CP	
Description: CPS VOICE AND DATA CABLING	Contract Maximum \$999,999.00	
Buyer Name Janet L Overstreet	Buyer Phone	Contract Status Approved

Phone #:

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
1		VOICE AND DATA COMMUNICATION CABLING	EA	0.01000	0.00	0.00

CONTRACTOR WILL SUPPLY CABLING AND/OR WIRING AND INSTALLATION LABOR FOR PROJECTS AS DEFINED IN STATEMENTS OF WORK (SOW) PROVIDED BY THE STATE OF VERMONT.
LABOR RATE - \$65.00 / HR
MATERIAL PRICE DETAIL WILL BE SUPPLIED IN THE CONTRACTOR'S REPLY TO THE STATEMENT OF WORK (SOW)

CONTRACT TERMS AND ADDITIONAL INFORMATION

SCOPE: CONTRACTOR IS ELIGIBLE TO RECEIVE REQUESTS FOR PROPOSAL AND STATEMENTS OF WORK FOR CABLING PROJECTS STATEWIDE. REFERENCE CONTRACTOR'S PROPOSAL DATED 09/22/2011.

THIS CONTRACT IS WRITTEN IN ACCORDANCE WITH STATE OF VERMONT PURCHASING AND CONTRACT ADMINISTRATION REQUEST FOR PROPOSAL DATED 08/30/2011 AND THE CONTRACTORS RESPONSE TO THAT PROPOSAL DATED 09/22/2011,

PERIOD OF PERFORMANCE: 11/16/2011 THROUGH 10/31/2013 WITH AN OPTION TO RENEW FOR TWO ADDITIONAL 12 MONTH PERIODS IF MUTUALLY AGREED UPON BY THE STATE OF VERMONT AND CONTRACTOR.

ATTACHMENT: ATTACHMENT C STANDARD STATE PROVISIONS FOR CONTRACTS AND GRANTS DATED 01/01/2011 AND STATE OF VERMONT ATTACHMENT D COMMODITY TERMS AND CONDITIONS DATED 11/10/2010 ARE ATTACHED AND INCORPORATED AS PART OF THIS CONTRACT.

INSTALLERS SHALL BE ORTRONICS TRAINED AND CERTIFIED IN CATEGORY-5E INSTALLATION TECHNIQUE. WORK WILL NOT BE SUBCONTRACTED.

INSTALLATION AND MAINTENANCE SHALL BE PROVIDED THROUGHOUT THE STATE OF VERMONT. THE CONTRACTOR SHALL MEET THE FOLLOWING ON-SITE RESPONSE TIMES FOR REPAIR SERVICE:

- MAJOR SYSTEM FAILURE: 4 HOUR RESPONSE; TOTAL SYSTEM OR TWENTY-ONE (21) PERCENT OF STATIONS OUT OF SERVICE SERIOUSLY AFFECTING OFFICE OPERATIONS.

- MINOR FAILURE: 24 HOURS; AFFECTING A SINGLE STATION OR UP TO 20 PERCENT OF THE WORKSTATIONS OUT OF SERVICE AFFECTING END USER OPERATIONS. MINOR REPAIRS MUST BE COMPLETED BY CLOSE OF BUSINESS ON THE SECOND BUSINESS DAY FOLLOWING THE TROUBLE REPORT.

NOTE: INSTALLATION AND MAINTENANCE SHALL BE PROVIDED THROUGHOUT THE STATE OF VERMONT. MAJOR REPAIRS MUST BE COMPLETED BY THE CLOSE OF BUSINESS ON THE WORKING DAY FOLLOWING THE TROUBLE REPORT TO THE CONTRACTOR. FAILURE TO MEET THIS STANDARD MAY RESULT IN A DAILY FINE OF \$250.00 AND/OR REVOCATION OF THE CONTRACT.

NETWORKS ARE WARRANTED AT LEAST FOR 15 YEARS FROM DATE OF INSTALLATION.

ALL INSTALLATIONS SHALL MEET THE SPECIFICATIONS OUTLINED IN THE STATE OF VERMONT REQUEST FOR PROPOSAL DATED 08/30/2011 AND CONFORM TO STANDARDS SPECIFIED IN EIA/TIA-568A TELECOMMUNICATIONS WIRING STANDARD, AND THE STATE OF VERMONT, INFORMATION TRANSPORT SYSTEM INFRASTRUCTURE STANDARD OF THE TELECOMMUNICATIONS SECTION WIRING STANDARD.

ALL INSTALLATIONS SHALL BE CERTIFIED BY THE CONTRACTOR TO BE CATEGORY-3 OR CATEGORY-5E COMPLIANT. ALL CATEGORY-5E INSTALLATIONS MUST BE TESTED AND PASS 100 MHz STANDARDS. HARD COPY TEST RESULTS MAY BE REQUESTED ON SOME INSTALLATIONS.

CONTRACTORS SHALL INSTALL GRAY CATEGORY-3 CABLE AND BLUE CATEGORY-5 CABLE UNLESS OTHERWISE SPECIFIED BY THE TELECOMMUNICATIONS SECTION. CATEGORY-5E CABLING WILL BE GREEN.

ALL CABLE RUNS SHALL BE CLEARLY AND NEATLY LABELED ON EACH END OF THE CABLE AND ON THE PATCH PANEL AND THE OUTLET. IDENTIFICATION PROCEDURES SHALL CONFORM TO THE EIA/TIA-568 STANDARD.

METHOD OF ORDERING: STATE AGENCIES AND DEPARTMENTS MUST SUBMIT A WORK ORDER TO THE DII TELECOMMUNICATIONS SECTION. TELECOMMUNICATIONS WILL SOLICIT BIDS AND ISSUE ORDERS TO THE CONTRACTOR. PURCHASE ORDERS MUST BE

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USED TO ORDER ITEMS AVAILABLE UNDER THIS CONTRACT. IF VERBAL ORDERS ARE GIVEN A CONFIRMING PURCHASE ORDER MUST BE ISSUED.						

INVOICING: ALL INVOICES ARE TO BE RENDERED BY THE CONTRACTOR IN DUPLICATE ON THE VENDOR'S STANDARD BILLHEAD AND FORWARDED DIRECT TO THE INSTITUTION OR AGENCY ORDERING MATERIALS OR SERVICES AND SHALL SPECIFY THE ADDRESS TO WHICH PAYMENTS WILL BE SENT.

CANCELLATION: THE STATE SPECIFICALLY RESERVES THE RIGHT TO CANCEL THE CONTRACT OR ANY PORTION THEREOF PROVIDING, IN THE OPINION OF ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES, THE SERVICES OR MATERIALS SUPPLIED BY THE CONTRACTOR ARE NOT SATISFACTORY OR CONSISTENT WITH THE TERMS OF THE CONTRACT.

DEFAULT: IN CASE OF DEFAULT OF THE CONTRACTOR, THE STATE MAY PROCURE THE MATERIALS OR SUPPLIES FROM OTHER SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THERE-BY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.

FAILURE: DEPARTMENTS AND INSTITUTIONS ARE REQUESTED TO ADVISE THE COMMISSIONER OF BUILDINGS AND GENERAL SERVICES AT ONCE OF FAILURE ON THE PART OF THE CONTRACTOR TO FULFILL ANY OF THE TERMS OR CONDITIONS OF THIS CONTRACT.

CONTRACT: PLEASE REFER TO THE ASSIGNED CONTRACT NUMBER AND PURCHASE ORDER NUMBER ON ALL CORRESPONDENCE, DELIVERIES AND INVOICES.

TERMS: NET 30 DAYS

QUANTITY: THE ANNUAL VALUE AND QUANTITIES ARE ESTIMATED ONLY BASED ON PRIOR USAGE; ACTUAL PURCHASES MAY BE HIGHER OR LOWER DEPENDING ON THE STATE'S NEEDS. THE CONTRACT MAXIMUM IS NOT REFLECTIVE OF ACTUAL USAGE.

DELIVERY: RESPONSIBILITY FOR PRODUCT DELIVERY REMAINS WITH THE CONTRACTOR UNTIL THE PRODUCT IS PROPERLY DELIVERED AND SIGNED FOR IN ACCORDANCE WITH THE OFFICE OF PURCHASING & CONTRACTING TERMS AND CONDITIONS. SHIPMENTS SHALL BE SECURELY AND PROPERLY PACKED, ACCORDING TO ACCEPTED COMMERCIAL PRACTICES, WITHOUT EXTRA CHARGE FOR PACKING CASES OR OTHER CONTAINERS. SUCH CONTAINERS WILL REMAIN THE PROPERTY OF THE STATE UNLESS OTHERWISE STATED. DELIVERED GOODS THAT DO NOT CONFORM TO THE SPECIFICATIONS OR ARE NOT IN GOOD CONDITION UPON RECEIPT SHALL BE REPLACED PROMPTLY BY THE CONTRACTOR.

PRICING: ALL EQUIPMENT PRICING IS TO INCLUDE F.O.B. DELIVERY TO THE ORDERING FACILITY. NO REQUEST FOR EXTRA DELIVERY COST WILL BE HONORED. ALL EQUIPMENT SHALL BE DELIVERED ASSEMBLED, SERVICED, OILED, AND READY FOR IMMEDIATE USE, UNLESS OTHERWISE REQUESTED BY THE PURCHASING AGENCY. PRICES SHALL BE FIRM FOR THE ORIGINAL CONTRACT PERIOD. HOWEVER ANY PRICE REDUCTIONS OR SPECIAL OFFERINGS FROM THE MANUFACTURER OF CABLE OR TERMINATION EQUIPMENT MUST BE EXTENDED TO THE STATE OF VERMONT.

QUALITY: ALL PRODUCTS PROVIDED UNDER THESE AGREEMENTS WILL BE NEW AND UNUSED, UNLESS OTHERWISE STATED. FACTORY SECONDS OR REMANUFACTURED PRODUCTS WILL NOT BE ACCEPTED UNLESS SPECIFICALLY REQUESTED BY THE PURCHASING AGENCY. ALL PRODUCTS PROVIDED BY THE CONTRACTOR MUST MEET ALL FEDERAL, STATE, AND LOCAL STANDARDS FOR QUALITY AND SAFETY REQUIREMENTS. PRODUCTS NOT MEETING THESE STANDARDS WILL BE DEEMED UNACCEPTABLE AND RETURNED TO THE CONTRACTOR FOR CREDIT AT NO CHARGE TO THE STATE.

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

***** AMENDMENT #1 *****

AMENDMENT #1 - OCTOBER 07, 2013 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR ONE THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO OCTOBER 31, 2014 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

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CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 11/07/12 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

ATTACHMENT D: ATTACHMENT D: COMMODITY PURCHASES TERMS AND CONDITIONS DATED 11/10/10 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT D.

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:

JANET OVERSTREET
PURCHASING AGENT
802-828-2210
FAX 802-828-2222
janet.overstreet@state.vt.us

***** AMENDMENT #2 *****

AMENDMENT #2 - OCTOBER 30, 2014 - THE STATE IS HEREBY ELECTING TO EXERCISE RENEWAL OPTION YEAR TWO THEREBY EXTENDING THE PERIOD OF PERFORMANCE UNDER THIS AGREEMENT FOR ONE YEAR TO OCTOBER 31, 2015 UNDER THE SAME PRICING, TERMS AND CONDITIONS.

CONTRACTOR CERTIFIES UNDER THE PAINS AND PENALTIES OF PERJURY THAT, AS OF THE DATE THIS CONTRACT AMENDMENT IS SIGNED, CONTRACTOR IS IN GOOD STANDING WITH RESPECT TO, OR IN FULL COMPLIANCE WITH, A PLAN TO PAY ANY AND ALL TAXES DUE THE STATE OF VERMONT.

ATTACHMENT C: STANDARD STATE CONTRACT PROVISIONS FOR CONTRACTS AND GRANTS DATED 09/02/14 SEE ATTACHED, WHICH SUPERSEDES ALL PRIOR VERSIONS OF ATTACHMENT C.

WE THE UNDERSIGNED PARTIES AGREE TO BE BOUND BY THIS CONTRACT

By the STATE of VERMONT

By the CONTRACTOR

Date: _____

Date: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____